

Exhibit A

Complaint, etc

TO REORDER CALL 954-846-9399



RECYCLED PAPER



Code of Civil Procedure 95-412.32-468

1 BRUCE W. WAGNER (73038)  
Attorney at Law  
2 1440 N. Harbor Blvd., Ste. 800  
Fullerton, CA 92835  
3 (714) 449-3338

ORIGINAL FILED

AUG 31 2005

4 Attorney for Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD.  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

HORNG TECHNICAL ENTERPRISE  
CO., LTD.,

Plaintiff,

vs.

SAKAR INTERNATIONAL, INC., and  
DOES 1 through 100,  
inclusive,

Defendants.

CASE NO. KC046858

COMPLAINT FOR BREACH  
OF CONTRACT, COMMON  
COUNTS

CASE ASSIGNED FOR  
ALL PURPOSES TO  
JUDGE D. OKI  
DEPT. "J"

Preliminary Allegations

1. Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD. is, and at all times herein mentioned was, a corporation, organized and existing under the laws of Taiwan, with its principal place of business in Taipei, Taiwan.
2. Plaintiff is informed and believes, and thereon alleges, that defendant SAKAR INTERNATIONAL, INC. is, and at all times herein mentioned was, a corporation, organized and existing under the laws of New York, with its principal place of business in Edison, New Jersey.

1 3. Plaintiff is a manufacturer of computer accessories.

2 4. Defendant is a merchant engaged in the wholesaling of  
3 computer accessories.

4 5. The true names and capacities, whether individual,  
5 corporate, associate or otherwise, of defendants DOES 1 through 100,  
6 inclusive, are unknown to plaintiff who therefore sues these  
7 defendants by such fictitious names. Plaintiff will amend this  
8 complaint to show their true names and capacities when they are  
9 ascertained. Plaintiff is informed and believe and thereon alleges  
10 that each of the fictitious defendants is responsible in some manner  
11 for the wrongful acts described in this complaint.

12 6. Plaintiff is informed and believes and thereon alleges that  
13 at all times herein mentioned each of the defendants sued herein as  
14 DOES 1 through 100, inclusive, was the agent and employee of each of  
15 the remaining defendants and was at all times acting within the  
16 purpose and scope of such agency and employment.

17 7. Plaintiff is informed and believes, and upon such  
18 information and belief alleges, that at all times herein mentioned,  
19 defendants, and each of them, were the agents, servants, employees,  
20 independent contractors and/or joint venturers of their co-  
21 defendants, and were as such, acting within the course, scope,  
22 purpose and authority of said agency, employment and/or joint  
23 venture; that each and every defendant, in doing the things alleged  
24 herein, was the actual, apparent, implied or ostensible agent of the  
25 remaining defendants and acting within the course and scope of said  
26 agency and/or employment; and, that each and every defendant, as  
27 aforesaid, when acting as a principal, was negligent in the  
28 selection, supervision, hiring and/or continued employment of each

1 and every other defendant as an agent, employee and/or joint  
2 venturer, and/or that said defendants approved, supported,  
3 participated in, authorized and/or ratified the acts and/or omissions  
4 of said employees, agents, servants and/or joint venturers.

5 FIRST CAUSE OF ACTION  
6 For Breach of Contract  
7 By Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD. Against Defendant  
8 SAKAR INTERNATIONAL, INC., and Does 1 through 100, inclusive.

9 8. Plaintiff hereby refers to and incorporates herein by this  
10 reference, each and every allegation contained in Paragraphs 1  
11 through 7, inclusive, of the Preliminary Allegations, to the same  
12 effect as if fully and completely set forth at this point.

13 9. On or about September 2004 through November 2004, at the  
14 special instance and request of defendant, and in consideration of  
15 defendant's promise to pay the purchase price, plaintiff shipped and  
16 delivered computer accessories to defendant.

17 10. Except for those obligations that plaintiff was prevented  
18 or excused from performing, plaintiff has fully and in all things  
19 performed its part of the agreement described in Paragraph 9 in that  
20 plaintiff delivered the computer accessories to defendant in the time  
21 and manner and at the place required by the agreement.

22 11. In violation of its promises and obligations under the  
23 agreement described in Paragraph 9, defendant wrongfully failed and  
24 refused to make the payment due for the computer accessories.

25 12. As a result of defendant's breach of contract, plaintiff  
26 has been damaged in the sum of \$940,609.83 plus interest according  
27 to proof.

28 13. As a further direct result of defendant's breach of  
contract, plaintiff was caused to incur commercially reasonable

1 charges, expenses, and commissions in an amount to be proved at  
2 trial.

3 SECOND CAUSE OF ACTION  
4 For Open Book Account  
5 By Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD. Against Defendant  
6 SAKAR INTERNATIONAL, INC., and Does 1 through 100, inclusive.

7 14. Plaintiff hereby refers to and incorporates herein by this  
8 reference, each and every allegation contained in Paragraphs 1  
9 through 7, inclusive, of the Preliminary Allegations, to the same  
10 effect as if fully and completely set forth at this point.

11 15. Within the last four years there existed an open book  
12 account between plaintiff and defendants upon which there is a  
13 balance due in the amount of \$940,609.83.

14 16. No part of this sum has been paid, and there is now due,  
15 owing, and unpaid from defendants to plaintiff the sum of \$940,609.83  
16 plus interest according to proof.

17 THIRD CAUSE OF ACTION  
18 For Account Stated  
19 By Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD. Against Defendant  
20 SAKAR INTERNATIONAL, INC., and Does 1 through 100, inclusive.

21 17. Plaintiff hereby refers to and incorporates herein by this  
22 reference, each and every allegation contained in Paragraphs 1  
23 through 7, inclusive, of the Preliminary Allegations, to the same  
24 effect as if fully and completely set forth at this point.

25 18. Within the last four years, an account was stated in  
26 writing by and between plaintiff and defendant by which it was agreed  
27 that defendant was indebted to plaintiff in the sum of \$940,609.83.

28 19. No part of that sum has been paid, and there is now due,  
owing, and unpaid from defendant to plaintiff the sum of \$940,609.83  
plus interest according to proof.

## FOURTH CAUSE OF ACTION

For Goods Sold and Delivered at Agreed Price  
By Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD. Against Defendant  
SAKAR INTERNATIONAL, INC., and Does 1 through 100, inclusive.

20. Plaintiff hereby refers to and incorporates herein by this reference, each and every allegation contained in Paragraphs 1 through 7, inclusive, of the Preliminary Allegations, to the same effect as if fully and completely set forth at this point.

21. Within the last two years, defendants became indebted to plaintiff in the sum of \$940,609.83 for goods, wares, and merchandise sold and delivered to defendants.

22. Neither the whole nor any part of this sum has been paid, although demand therefore has been made, and there is now due, owing, and unpaid from defendants to plaintiff the sum of \$940,609.83 plus interest according to proof.

## FIFTH CAUSE OF ACTION

For Reasonable Value of Goods Sold and Delivered  
By Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD. Against Defendant  
SAKAR INTERNATIONAL, INC., and Does 1 through 100, inclusive.

23. Plaintiff hereby refers to and incorporates herein by this reference, each and every allegation contained in Paragraphs 1 through 7, inclusive, of the Preliminary Allegations, to the same effect as if fully and completely set forth at this point.

24. Within the last two years, at Los Angeles, California, plaintiff sold and delivered certain goods at the special request of defendant; and defendant agreed to pay plaintiff the reasonable value of those goods.

25. Plaintiff has repeatedly demanded payment from defendant. The last demand was made on August 11, 2005.

26. At the time of the sale and delivery, the fair and

reasonable value of the goods was at least \$940,609.83.

27. No payment has been made by defendant to plaintiff, and there is now owing the sum of \$940,609.83, plus interest according to proof.

WHEREFORE, plaintiff prays judgment as follows:

FIRST CAUSE OF ACTION

1. For compensatory damages in the sum of \$940,609.83;
2. For interest thereon according to proof;
3. For incidental damages according to proof;

SECOND CAUSE OF ACTION

4. For the sum of \$940,609.83;
5. For interest thereon according to proof;
6. For incidental damages according to proof;

THIRD CAUSE OF ACTION

7. For the sum of \$940,609.83;
8. For interest thereon according to proof;
9. For incidental damages according to proof;

FOURTH CAUSE OF ACTION

10. For the sum of \$940,609.83;
11. For interest thereon according to proof;
12. For incidental damages according to proof;

FIFTH CAUSE OF ACTION

13. For compensatory damages in the sum of \$940,609.83;
14. For interest thereon according to proof;
15. For incidental damages according to proof;


ALL CAUSES OF ACTION

16. For attorneys fees according to proof;
17. For all costs of this suit; and



1 18. For any other and further relief as the Court may deem  
2 proper.

3 Dated: August 30, 2005

  
4 BRUCE W. WAGNER  
5 Attorney for Plaintiff  
6 HORNG TECHNICAL ENTERPRISE CO.,  
7 LTD.

NOTICE SENT TO:

FBI STAMP

Wagner, Bruce W., Esq.  
1440 N. Harbor Blvd., Suite 800  
Fullerton CA 92850

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

HORNG TECHNICAL ENTERPROSE CO.,  
Plaintiff(s),

CASE NUMBER

KC046858

VS.

SAKAR INTERNATIONAL, INC  
Defendant(s).

**NOTICE OF CASE  
MANAGEMENT CONFERENCE**

**TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:**

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for January 19, 2006 at 8:30 am in Dept. EA I at 400 Civic Center Plaza, Pomona, California, 91766.

Pursuant to CRC 212, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney or record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order dismissing fictitious/unnamed defendants; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (GC 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, CCP Sections 177.5, 575.2, 583.150, 583.360 and 583.410, GC Section 68608 (b), and CRC 200 et seq.

Date: September 2, 2005

*De J. Chi.*  
Judicial Officer

**CERTIFICATE OF SERVICE**

I, the below named Executive Officer/Clerk or the above-entitled court, do hereby certify that I am not a party to the case herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

[ ] by depositing in the United States mail at the courthouse in Pomona, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

[ ] by personally giving the party notice upon filing the complaint.

Date: September 2, 2005

John A. Clarke, Executive Officer/Clerk

by *[Signature]* Deputy Clerk

CIV 132 10-03 LASC Approved

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**FILED**  
LOS ANGELES SUPERIOR COURT

SEP 13 2005

JOHN A. CLARKE, CLERK  
BY L. MARGORRA, DEPUTY

1 BRUCE W. WAGNER (78038)  
2 Attorney at Law  
3 1440 N. Harbor Blvd., Ste. 800  
4 Fullerton, CA 92835  
5 (714) 449-3338

6 Attorney for Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD.

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10  
11 HORNG TECHNICAL ENTERPRISE )  
12 CO., LTD., )

13 Plaintiff, )

14 vs. )

15 SAKAR INTERNATIONAL, INC., and )  
16 DOES 1 through 100, )  
17 inclusive, )

18 Defendants. )

CASE NO. KC046858 J

ASSIGNED FOR ALL PURPOSES TO:  
JUDGE DAN T. OKI  
DEPT: J

PROOF OF SERVICE

Action Filed: 8/31/05  
CMC : 1/19/06  
Trial Date : n/a

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PROOF OF SERVICE

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PROOF OF SERVICE BY MAIL

State of California, County of Orange

I am employed in the county of Orange, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 1440 N. Harbor Blvd., Suite 800, Fullerton, CA 92835.

On September 12, 2005, I served the foregoing document(s) described as NOTICE OF CASE MANAGEMENT CONFERENCE on the interested parties in this action by placing for collection and deposit in the United States mail a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid at 1440 N. Harbor Blvd., Suite 800, Fullerton, California 92835, addressed as follows:

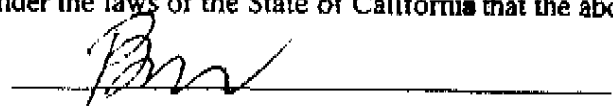
Sakar International, Inc.  
195 Carter Drive  
Edison, New Jersey 08817

Attn: Allan Amsel  
Vice President

I am readily familiar with my firm's practice for the collection and the processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence would be deposited with the United States Postal Service that same day. I placed true copies of the above-entitled document in envelopes addressed as shown below and sealed and placed them for collection and mailing on the date stated below, following ordinary business practices. Note: Service made pursuant to this paragraph will, on motion of the party served, be presumed invalid if the postal cancellation or meter date is more than one day after the date of deposit for mailing stated in this declaration. (CCP section 1013a, subd. (3).)

[x] Executed on September 12, 2005, at Fullerton, California.

[x] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



PROOF OF SERVICE BY MAIL

**FILED**  
LOS ANGELES SUPERIOR COURT  
SEP 13 2005  
JOHN A. CLARKE, CLERK  
BY L. MASCORRO, DEPUTY

1 BRUCE W. WAGNER (73038)  
Attorney at Law  
2 1440 N. Harbor Blvd., Ste. 800  
Fullerton, CA 92835  
3 (714) 449-3338

4 Attorney for Plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD.

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

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11 HORNG TECHNICAL ENTERPRISE  
CO., LTD.,

12 Plaintiff,

13 vs.

14 SAKAR INTERNATIONAL, INC., and  
15 DOES 1 through 100,  
inclusive,

16 Defendants.

CASE NO. KC046858 J

ASSIGNED FOR ALL PURPOSES TO:  
JUDGE DAN T. OKI  
DEPT: J

NOTICE OF UNAVAILABILITY  
OF COUNSEL

Action Filed: 8/31/05  
CMC : 1/19/06  
Trial Date : n/a

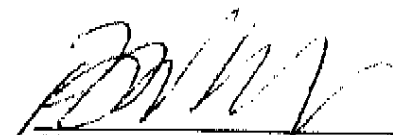
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19 TO DEFENDANT IN THIS ACTION:

20 PLEASE TAKE NOTICE that BRUCE W. WAGNER, attorney of record for  
21 plaintiff HORNG TECHNICAL ENTERPRISE CO., LTD., will be unavailable  
22 to all parties, and to counsel, for the period October 14, 2005,  
23 through October 28, 2005, due to surgery scheduled for October 14,  
24 2005, and the two (2) week period thereafter required for  
25 recuperation.

26 Purposefully scheduling a conflicting proceeding without good  
27 cause is sanctionable conduct. Tenderloin Housing Clinic v. Sparks  
28 (1992) 9 CA4th 299, 304-305.

1  
NOTICE OF UNAVAILABILITY OF COUNSEL  
14

1 Dated: September 12, 2005

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4 BRUCE W. WAGNER  
5 Attorney for Plaintiff  
6 HORNG TECHNICAL ENTERPRISE CO.  
7 LTD.  
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PROOF OF SERVICE BY MAIL

State of California, County of Orange

I am employed in the county of Orange, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 1440 N. Harbor Blvd., Suite 800, Fullerton, CA 92835.

On September 12, 2005, I served the foregoing document(s) described as NOTICE OF UNAVAILABILITY OF COUNSEL on the interested parties in this action by placing for collection and deposit in the United States mail a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid at 1440 N. Harbor Blvd., Suite 800, Fullerton, California 92835, addressed as follows:

Sakar International, Inc.  
195 Carter Drive  
Edison, New Jersey 08817

Attn: Allan Amsel  
Vice President

I am readily familiar with my firm's practice for the collection and the processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence would be deposited with the United States Postal Service that same day. I placed true copies of the above-entitled document in envelopes addressed as shown below and sealed and placed them for collection and mailing on the date stated below, following ordinary business practices. Note: Service made pursuant to this paragraph will, on motion of the party served, be presumed invalid if the postal cancellation or meter date is more than one day after the date of deposit for mailing stated in this declaration. (CCP section 1013a, subd. (3).)

[x] Executed on September 12, 2005, at Fullerton, California.

[x] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



PROOF OF SERVICE BY MAIL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State /ber. and address):		FOR COURT USE ONLY	
<b>BRUCE W. WAGNER, ESQ.</b> <b>1440 N. Harbor Blvd., Suite 800</b> <b>Fallerton, California 92835</b> TELEPHONE NO.: (714) 449-3338 FAX NO. (Optional): (714) 449-0468 E-MAIL ADDRESS (Optional): brucewagner@aol.com ATTORNEY FOR (Name): Plaintiff		<b>73038</b>  <b>FILED</b> <b>LOS ANGELES SUPERIOR COURT</b> <b>SEP 18 2005</b> <b>JOHN A. CLARKE, CLERK</b> <b>BY L. MASCORRO, DEPUTY</b>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: CITY AND ZIP CODE: Pomona, California 91766 BRANCH NAME: EAST DISTRICT, POMONA COURTHOUSE SOUTH			
PLAINTIFF/PETITIONER: <b>HORNG TECHNICAL ENTERPRISE CO., LTD.</b>		CASE NUMBER:	
DEFENDANT/RESPONDENT: <b>SAKAR INTERNATIONAL, INC.</b>		<b>KC046858 J</b>	
<b>PROOF OF SERVICE OF SUMMONS</b>		Ref. No. or File No.:	

(Separate proof of service is required for each party served.)

- At the time of service I was at least 18 years of age and not a party to this action.
  - I served copies of:
    - ☒ summons
    - ☒ complaint
    - ☒ Alternative Dispute Resolution (ADR) package
    - ☐ Civil Case Cover Sheet (served in complex cases only)
    - ☐ cross-complaint
    - ☐ other (specify documents):
  - Party served (specify name of party as shown on documents served):  
**SAKAR INTERNATIONAL, INC.**
    - Person served: ☐ party in item 3a ☒ other (specify name and relationship to the party named in item 3a):  
**Allan Amsel, Vice President of Sakar International, Inc.**
  - Address where the party was served:  
**195 Carter Drive**  
**Edison, New Jersey 08817**
  - I served the party (check proper box)
    - ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
    - ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3b):
- ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
  - ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
  - ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
  - ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
  - ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.





Home | Help

Track &amp; Confirm

## Track & Confirm

### Search Results

Label/Receipt Number: 7005 0390 0003 2182 3863

Detailed Results:

- Delivered, September 07, 2005, 10:30 am, EDISON, NJ 08817
- Acceptance, September 01, 2005, 3:12 pm, FULLERTON, CA 92835

[Back](#)[Return to USPS.com Home >](#)

Track &amp; Confirm

Enter Label/Receipt Number.

### Notification Options

Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)POSTAL INSPECTION  
Preserving the Trust[site map](#)
[contact us](#) [government services](#) [jobs](#) [National & Premier Accounts](#)  
 Copyright © 1999-2004 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)

#### SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

##### 1. Article Addressed to:

Allan Amzel, Vice Pres.  
 Sakar International  
 195 Carter Drive  
 Edison, New Jersey  
 08817

##### 2. Article Number

(Transfer from service to)

7005 0390 0003 2182 3863

PS Form 3811, February 2004

Domestic Return Receipt

70005-02-14-1040

#### COMPLETE THIS SECTION, G.I. DELIVER!

##### A. Signature

*[Signature]*  
*[Signature]*

☐ Agent☐ Addressee

##### B. Received by (Printed Name)

*[Signature]*  
*[Signature]*

##### C. Date of Delivery

D. Is delivery address different from Item 1? ☐ YesIf YES, enter delivery address below: ☐ No

##### 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

##### 4. Restricted Delivery? (Extra Fee)

☐ Yes

**PROOF OF SERVICE BY MAIL AND FACSIMILE**

I, Tracie Windom, declare under penalty of perjury that the following facts are true and correct:

I am a citizen of the United States, over the age of 18 years, and not a party to this action, and my business address is 801 South Flower Street, Fifth Floor, Los Angeles, CA 90017.

On October 7, 2005, I served the following document(s):

**DEFENDANT SAKAR INTERNATIONAL, INC.'S NOTICE OF  
REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(A) [DIVERSITY]**

The document(s) were placed in an envelope and served via regular U.S. mail to the person(s) and at the address(es) which follow. The document(s) were also transmitted by facsimile to the numbers that follow:

Bruce W. Wagner, Esq.  
**ATTORNEY AT LAW**  
1440 N. Harbor Blvd.  
Suite 800  
Fullerton, California 92835

Fax 714-449-0468

Attorney for Plaintiff  
Horng Technical Enterprise Co., Ltd.

I am readily familiar with the business practice of Sandler, Travis & Rosenberg and Glad & Ferguson, P.C. for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, the correspondence would be placed in a sealed envelope, with postage fully prepaid, and deposited with the United States Postal Service that same day in the ordinary course of business.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this proof of service was executed on October 7, 2005 at Los Angeles, California.

  
TRACIE WINDOM